

**CITY OF CHULA VISTA
STANDARD TERMS AND CONDITIONS
FOR PURCHASE ORDERS**

1. Upon acceptance of the bid, the City will purchase materials and/or services as described herein for prices set forth on the order, and in accordance with all specifications.
2. All terms of the bid shall be incorporated herein as if expressly set forth in this agreement except to the extent that such provisions are in conflict with or contravene any provision herein. In the event of such conflict, the terms in this agreement shall govern.
3. Vendor shall not assign nor delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.
4. Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes, as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.
5. Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.20 states: *It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license.*
6. The terms and conditions contained herein constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. The terms and conditions of this agreement shall prevail over any conflicting, additional, or other terms and conditions appearing on any writing or acknowledgment by the vendor. No change to this agreement shall be valid unless made in writing and signed by both parties.
7. The detailed requirements of the specifications shall supersede any general reference made within this agreement. Specific brand names, manufacturers, and model numbers referenced shall be provided unless prior explicit approval has been obtained from the City.
8. In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and enforceable.
9. Prompt payment discounts offered of less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than fifteen (15) days may be taken if payment is made within the discount period. In the absence of discount terms, invoices shall be net thirty (30) days from the date of material/service acceptance or invoice receipt, whichever is later.
10. Unless otherwise specified, acceptance will be at destination and will be made by an authorized employee or representative of the City. Until delivery and acceptance, risk of loss is the vendor's responsibility.
11. Prior to performing any services under this agreement, contractor, consultant, supplier, or service provider, as applicable, shall submit to the City proof of insurance in the amounts and types and subject to the conditions identified in the City's Memorandum of Insurance provided under separate cover and incorporated herein, *including but not limited to, A) Liability Insurance 1,000,000 CSL, and B) Liability Additional Insured Endorsement designating, "City of Chula Vista"*. Vendor is solely responsible for all insurance premium payments.
12. Vendor shall provide proof of liability and property damage insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$1,000,000 combined single limit (CSL). The City of Chula Vista shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated. Worker's compensation coverage for each employee engaged in work on City premises is required. Vendor is solely responsible for all insurance premium payments.
13. In the event that services are being provided under this agreement, the provider of such services, its employees, and agents shall perform as independent contractors and shall not be deemed to be employees of City, and none of them shall be entitled to any benefits to which City employees are entitled including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
14. Vendor shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or vendor's performance hereunder, except as to damages, liability, and expenses due to the sole negligence or willful misconduct of the City, its officers, employees, or agents.

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15. Any information deemed confidential or proprietary by the vendor shall be clearly identified. Such information will be protected and treated with confidentiality only to the extent permitted by law. Otherwise, information provided shall be considered public record.
16. No suit or arbitration shall be brought arising out of this Agreement, against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement
17. In the event of a dispute, both parties agree to discuss the issue, ascertain the facts, and work together in good faith to arrive at an equitable and mutually acceptable solution. Should the parties fail to resolve the dispute and litigation ensues, it is agreed that the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.
18. The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner herein described. Furthermore, the City may terminate this agreement for any reason, without penalty, upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to payment for materials and/or services authorized by and received to the satisfaction of the City.
19. This agreement shall be governed by and interpreted according to the laws of the State of California, County of San Diego.